



RentGrow denies the remaining allegations contained in Paragraph 3 of the Complaint as directed to RentGrow.

4. RentGrow denies the allegations in Paragraph 4 of the Complaint.

5. RentGrow denies the allegations in Paragraph 5 of the Complaint.

6. To the extent that the allegations in Paragraph 6 reference the substance of the public criminal court record, such record speaks for itself, and no response is required. RentGrow lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6, and therefore denies them.

7. RentGrow denies the allegations in Paragraph 7 of the Complaint.

8. RentGrow denies the allegations in Paragraph 8 of the Complaint.

9. RentGrow denies the allegations in Paragraph 9 of the Complaint.

10. RentGrow denies the allegations in Paragraph 10 of the Complaint.

11. RentGrow admits that Plaintiff purports to bring this action under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”). RentGrow denies that it violated the FCRA and denies that Plaintiff is entitled to any of the requested relief against RentGrow.

### **PARTIES**

12. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 12 of the Complaint, and therefore denies them.

13. RentGrow admits that its principal place of business is in Massachusetts and that certain clients located in the State of Texas access and use RentGrow’s online services. RentGrow denies the remaining allegations in Paragraph 13 of the Complaint.

1. The allegations in Paragraph 1 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the

allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.<sup>1</sup>

14. The allegations in Paragraph 14 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

15. The allegations in Paragraph 15 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

### **JURISDICTION AND VENUE**

16. The allegations in Paragraph 16 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

17. The allegations in Paragraph 17 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

### **STATUTORY BACKGROUND**

18. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 18 of the Complaint, and therefore denies them.

19. The allegations in Paragraph 19 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

20. The allegations in Paragraph 20 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

21. The allegations in Paragraph 21 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

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<sup>1</sup> Plaintiff numbered the 14th numbered paragraph of the Complaint with the numeral “1,” and he then numbered the following paragraphs starting with the numeral “14” and continuing in series. To maintain consistency with the allegations plead, RentGrow retains the paragraph numbering set forth by Plaintiff in his Complaint.

**THE FCRA'S PROTECTIONS FOR HOUSING APPLICANTS**

22. The allegations in Paragraph 22 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

23. The allegations in Paragraph 23 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

24. The allegations in Paragraph 24 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

25. The allegations in Paragraph 25 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

26. The allegations in Paragraph 26 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

27. RentGrow denies the allegations in Paragraph 27 of the Complaint.

**DEFENDANTS' ILLEGAL BUSINESS PRACTICES**

28. Paragraph 28 of the Complaint makes generalized statements regarding the background screening industry and the “availability” of public record data. Those allegations are not directed at RentGrow, and no response is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations plead.

29. RentGrow denies the allegations in Paragraph 29 of the Complaint.

30. RentGrow denies the allegations in Paragraph 30 of the Complaint as directed to RentGrow.

31. In response to Paragraph 31 of the Complaint, RentGrow admits that it operates as a reseller consumer reporting agency, as defined under the Fair Credit Reporting Act. Except as so admitted, denied.

32. RentGrow denies the allegations in Paragraph 32 of the Complaint.

33. RentGrow denies the allegations in Paragraph 33 of the Complaint.

34. RentGrow denies the allegations in Paragraph 34 of the Complaint, and in particular denies that it sells “flagrantly inaccurate” consumer reports to customers.

35. RentGrow denies the allegations in Paragraph 35 of the Complaint.

36. In response to Paragraph 36 of the Complaint, RentGrow admits only that it is a member of the PBSA and that the PBSA hosts conferences for its members. RentGrow also admits that it operates as a reseller consumer reporting agency, as defined under the Fair Credit Reporting Act. Except as so admitted, denied.

### **FACTUAL ALLEGATIONS AS TO TURSS**

#### **Plaintiff Completed Rental Applications Through Apartments.com**

37. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 37 of the Complaint, and therefore denies them.

38. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 38 of the Complaint, and therefore denies them.

39. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 39 of the Complaint, and therefore denies them.

40. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 40 of the Complaint, and therefore denies them.

41. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 41 of the Complaint, and therefore denies them.

42. The allegations in Paragraph 42 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

43. The allegations in Paragraph 43 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

**TURSS Published an Inaccurate Tenant Screening Report to Apartments.com**

44. The allegations in Paragraph 44 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

45. The allegations in Paragraph 45 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

46. The allegations in Paragraph 46 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

47. The allegations in Paragraph 47 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

48. The allegations in Paragraph 48 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

49. The allegations in Paragraph 49 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

50. The allegations in Paragraph 50 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

51. The allegations in Paragraph 51 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

52. The allegations in Paragraph 52 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the

allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

53. The allegations in Paragraph 53 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

54. The allegations in Paragraph 54 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

55. The allegations in Paragraph 55 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

56. The allegations in Paragraph 56 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

57. The allegations in Paragraph 57 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.



58. The allegations in Paragraph 58 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

59. The allegations in Paragraph 59 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

**Plaintiff's Housing Applications Are Denied Due to TURSS' Inaccurate Reporting**

60. The allegations in Paragraph 60 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

61. The allegations in Paragraph 61 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

62. The allegations in Paragraph 62 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

63. The allegations in Paragraph 63 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the

allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

64. The allegations in Paragraph 64 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

65. The allegations in Paragraph 65 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

66. The allegations in Paragraph 66 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

67. The allegations in Paragraph 67 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

68. The allegations in Paragraph 68 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

69. The allegations in Paragraph 69 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

70. The allegations in Paragraph 70 of the Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

**FACTUAL ALLEGATIONS AS TO RENTGROW**

**Plaintiff Completed a Rental Application with TwentyOne15 Apartments**

71. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 71 of the Complaint, and therefore denies them.

72. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 72 of the Complaint, and therefore denies them.

73. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 73 of the Complaint, and therefore denies them.

74. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 74 of the Complaint, and therefore denies them.

75. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 75 of the Complaint, and therefore denies them.

76. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 76 of the Complaint, and therefore denies them.

**RentGrow Published an Inaccurate Tenant Screening Report to TwentyOne15**

77. RentGrow admits only that RentGrow transmitted tenant screening information regarding Plaintiff in response to a request received from its customer TwentyOne15 on January 23, 2023. The remaining allegations in Paragraph 77 of the Complaint are denied.

78. RentGrow admits only that RentGrow transmitted tenant screening information regarding Plaintiff in response to a request received from its customer TwentyOne15 on January 23, 2023. RentGrow further admits that it provides information about applicants to prospective landlords, which can include information regarding an applicant's credit history, civil court records, and/or criminal records. The remaining allegations in Paragraph 78 of the Complaint are denied.

79. The allegations in Paragraph 79 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

80. RentGrow denies the allegations contained in Paragraph 80 of the Complaint.

81. The allegations in Paragraph 81 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

82. The allegations in Paragraph 82 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document. To the extent that the allegations in Paragraph 82 reference the substance of the public criminal court record, such record speaks for itself, and no response is required.

83. The allegations in Paragraph 83 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

84. The allegations in Paragraph 84 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

85. To the extent that the allegations in Paragraph 85 reference the substance of the public criminal court record, such record speaks for itself, and no response is required. RentGrow lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 85, and therefore denies them.

86. The allegations in Paragraph 86 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

87. RentGrow denies the allegations in Paragraph 87 of the Complaint.

88. RentGrow denies the allegations in Paragraph 88 of the Complaint.

89. RentGrow denies the allegations in Paragraph 89 of the Complaint.

90. RentGrow denies the allegations in Paragraph 90 of the Complaint.

#### **TwentyOne15 Denies Plaintiff's Housing Application**

91. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 91 of the Complaint, and therefore denies them.

92. RentGrow denies that its reporting was "flagrantly inaccurate." RentGrow lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 92 of the Complaint, and therefore denies them.

93. The allegations in Paragraph 93 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

94. The allegations in Paragraph 94 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

95. RentGrow admits that in January 2023, RentGrow received a dispute from Plaintiff, the contents of which speak for itself. Except as so admitted, RentGrow denies the remaining allegations in Paragraph 95.

96. The allegations in Paragraph 96 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

97. The allegations in Paragraph 97 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

98. The allegations in Paragraph 98 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

99. The allegations in Paragraph 99 of the Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

100. RentGrow admits that RentGrow made available updated tenant screening information regarding Plaintiff to TwentyOne15 after receiving Plaintiff's dispute. RentGrow denies the remaining allegations in Paragraph 100 of the Complaint.

101. The allegations in Paragraph 101 of the Complaint paraphrase or characterize the contents of a written document. RentGrow lacks knowledge or information sufficient to form a

belief about the truth of the remaining allegations in Paragraph 101 of the Complaint, and therefore denies them.

102. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 102 of the Complaint, and therefore denies them.

103. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 103 of the Complaint, and therefore denies them.

104. RentGrow denies that it reported “flagrantly inaccurate” information concerning Plaintiff. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 104 of the Complaint, and therefore denies them.

105. RentGrow denies the allegations in Paragraph 105 of the Complaint.

106. RentGrow denies the allegations in Paragraph 106 of the Complaint.

107. RentGrow denies the allegations in Paragraph 107 of the Complaint.

**Plaintiff’s Additional Damages Caused by Both of the Defendants**

108. RentGrow denies the allegations in Paragraph 108 of the Complaint.

109. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 109 of the Complaint, and therefore denies them.

110. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 110 of the Complaint, and therefore denies them.

111. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 111 of the Complaint, and therefore denies them.

112. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 112 of the Complaint, and therefore denies them.

113. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 113 of the Complaint, and therefore denies them.

114. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 114 of the Complaint, and therefore denies them.

115. RentGrow denies the allegations in Paragraph 115 of the Complaint.

116. RentGrow denies the allegations in Paragraph 116 of the Complaint.

### **CLAIMS FOR RELIEF**

#### **COUNT I**

#### **15 U.S.C. § 1681e(b)**

#### **Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy**

117. RentGrow repeats its responses to the allegations contained in the foregoing paragraphs as though fully set forth herein.

118. The allegations in Paragraph 118 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

119. The allegations in Paragraph 119 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

120. The allegations in Paragraph 120 of the Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

121. RentGrow denies the allegations in Paragraph 121 of the Complaint.

122. RentGrow denies the allegations in Paragraph 122 of the Complaint.

123. RentGrow denies the allegations in Paragraph 123 of the Complaint.

124. RentGrow denies the allegations in Paragraph 124 of the Complaint.



**PRAYER FOR RELIEF**

RentGrow denies that Plaintiff is entitled to obtain any of the relief requested in the “WHEREFORE” clause of the Complaint and its subparts and denies that Plaintiff is entitled to obtain any relief whatsoever.

**DEMAND FOR JURY TRIAL**

RentGrow admits that Plaintiff has demanded a jury trial. RentGrow denies that Plaintiff is entitled to obtain any relief from a jury or otherwise.

**AFFIRMATIVE AND OTHER DEFENSES**

Without admitting to the truth of any of the allegations in the Complaint that have previously been denied, and without admitting or acknowledging that RentGrow bears any burden of proof as to the allegations in the Complaint, RentGrow asserts the following affirmative and other defenses. RentGrow also intends to rely upon any defenses that become available or apparent during pretrial proceedings and discovery in this action, and hereby reserves the right to amend this Answer in order to assert all such further defenses.

**FIRST DEFENSE**

The Complaint fails to the extent it does not set forth facts sufficient to state a claim upon which relief may be granted against RentGrow, and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief from RentGrow.

**SECOND DEFENSE**

Plaintiff’s claim fails to the extent that it is barred because all information RentGrow communicated to any third person regarding Plaintiff was accurate.

### **THIRD DEFENSE**

Plaintiff's claim fails to the extent that Plaintiff's purported damages, which RentGrow continues to deny, were the result of acts or omissions of third persons over whom RentGrow had neither control nor responsibility, or were the result of Plaintiff's own prior conduct.

### **FOURTH DEFENSE**

Plaintiff's alleged damages, if any, are speculative, unproven, and/or uncertain and, therefore, are not compensable.

### **FIFTH DEFENSE**

Plaintiff failed to take reasonable steps to protect himself from damages, if any, and failed to mitigate any such alleged damages.

### **SIXTH DEFENSE**

Plaintiff cannot recover against RentGrow to the extent that the Complaint, and each of its purported causes of action, are barred by any applicable statute of limitations/repose, including but not limited to 15 U.S.C. § 1681p or by the doctrine of laches.

### **SEVENTH DEFENSE**

The Complaint is subject to a set off if any damages are awarded against RentGrow, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to the same alleged damages. RentGrow is also entitled to have any damages that may be awarded to Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source.

### **EIGHTH DEFENSE**

Plaintiff's claim fails to the extent that, at all relevant times with respect to Plaintiff, RentGrow acted in good faith and complied fully with the FCRA, including in connection with its defined role as a reseller of information.

**NINTH DEFENSE**

Plaintiff's claim for punitive damages fails to the extent that the Complaint states no facts in support of a claim for punitive damages.

**TENTH DEFENSE**

The Complaint is barred, in whole or in part, to the extent that Plaintiff lacks statutory or Constitutional standing due to a lack of a concrete and particularized injury-in-fact.

**ELEVENTH DEFENSE**

RentGrow reserves the right to assert additional defenses as they become known.

**PRAYER FOR RELIEF**

WHEREFORE, RentGrow requests that this Court:

- (a) Find that Plaintiff takes nothing on his claims against RentGrow;
- (b) Dismiss Plaintiff's Complaint with prejudice and deny Plaintiff any and all relief requested in the Complaint;
- (c) Enter judgment in favor of RentGrow;
- (d) Award RentGrow the costs in this matter, including reasonably attorneys' fees if available; and
- (e) Award RentGrow such other relief as the Court deems just and proper.

Dated: April 19, 2023

RENTGROW, INC.

By: /s/ Ethan G. Ostroff

Ethan G. Ostroff

Virginia Bar No. 71610

Troutman Pepper Hamilton Sanders LLP

222 Central Park Avenue, Suite 2000

Virginia Beach, VA 23462

Telephone: (757) 687-7541

Facsimile: (757) 687-7510

Email: ethan.ostroff@troutman.com

**CERTIFICATE OF SERVICE**

This is to certify that on April 19, 2023, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

Kendra Rene Penningroth  
Consumer Attorneys  
9330 LBJ Freeway, Suite 900  
Dallas, TX 75243  
Telephone: (480) 626-1447  
Email: kpenningroth@consumerattorneys.com

*Attorney for Plaintiff John Paul Boyd*

/s/ Ethan G. Ostroff